

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

-----X
GORDON BRUSH MFG. CO., INC.,

Plaintiff,

-against-

ALLSTAR MARKETING GROUP, LLC,

Defendant.
-----X

Case No. 7:22-cv-05978 (KMK)

**OFFER OF JUDGMENT
FED.R.CIV.P. 68**

Defendant, ALLSTAR MARKETING GROUP, LLC (“Defendant”) by and through its attorneys CLAUSEN MILLER P.C., hereby makes an Offer of Judgment to be taken in favor of Plaintiff GORDON BRUSH MFG. CO., INC. (“Plaintiff”) for FIVE THOUSAND DOLLARS AND ZERO CENTS (US \$5,000.00), covering any and all recoveries, attorneys’ fees and costs (the “\$5,000.00 Offer of Judgment”).

PURSUANT to Rule 68 (a), if, within 14 days after being served, the Plaintiff serves written notice accepting the \$5,000.00 Offer of Judgment, any party may then file the offer and notice of acceptance, plus proof of service. The Clerk must then enter judgment.

PURSUANT to Rule 68 (b), an unaccepted offer is considered withdrawn, but it does not preclude a later offer. Evidence of an unaccepted offer is not admissible except in a proceeding to determine costs.

PURSUANT to Rule 68 (d), if the judgment that the Plaintiff finally obtains is not more favorable than the unaccepted \$5,000.00 Offer of Judgment, the Plaintiff must pay Defendant’s costs incurred after the offer was made (including, as may be applicable, attorneys’ fees and costs), and Defendant will seek all costs, expenses, fees and interest as allowed.

Dated: New York, New York
March 2, 2023

Respectfully submitted,

By: /s/Jacob R. Zissu
Jacob R. Zissu
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To: ALL PARTIES OF RECORD VIA ECF

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